

AG Contract No. KR97 1254TRN
ADOT ECS File No. JPA 97-95
Project: 10-4(161)/H2378 01C 04C
Section: I-10, Ruthrauff - Miracle
Mile (Commerce - Sweetwater

Connection) 0291-98
CITY OF TUCSON CONTRACT NO. 0291-98

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 30 APRIL, 1998
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TUCSON, acting by and through its MAYOR and CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project on I-10 between
Ruthrauff Road and Miracle Mile Road contemplated by the State in
the City which will eliminate access, it is necessary to
construct a connection between Commerce Drive and Sweetwater
Drive, generally in accordance with Exhibit A, which is attached
hereto and made a part hereof, at an estimated cost of
\$154,000.00, all at State expense, hereinafter referred to as the
Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. 22346
Filed with the Secretary of State
Date Filed: 04/30/98

Betty Bayless
Secretary of State

By Dickie Kraenewald

II. SCOPE

1. The State will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate City review comments.

b. Acquire any additional required right-of-way necessary for the Project in the name the City.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation.

c. Be responsible for all costs associated with the Project, in an amount currently estimated at \$154,000.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto as complete.

2. The City will:

a. Review the design documents and provide comments.

b. By specific language in the City council resolution approving this agreement, grant the State the right to acquire any additional required right-of-way necessary for the Project in the name of the City.

c. Grant the State and/or the State's contractor a temporary construction easement at no cost for construction of the Project.

c. Upon completion and acceptance of the Project by the State, provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
City Manager
Box 27210
Tucson, AZ 85726-7210

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

STATE OF ARIZONA

Department of Transportation

By George Miller
GEORGE MILLER
Mayor

By Edward D. Wright
EDWARD D. WRIGHT
Deputy State Engineer

ATTEST

By Kathleen S. Detrick
KATHLEEN S. DETRICK
City Clerk

Approved as to form

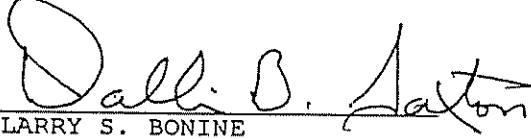
MARCH 5 1998

Tobin Rosen
Tobin Rosen
Asst. City Attorney

RESOLUTION

BE IT RESOLVED on this 12th day of June 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the design, construction and maintenance of improvements to a connection between Commerce and Sweetwater Drives incident to an improvement project on I-10 between Ruthrauff and Miracle Mile Roads.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL

APR 6 1998

RESOLUTION NO. 17990

RELATING TO TRANSPORTATION; AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE STATE OF ARIZONA FOR THE COMMERCE DRIVE TO SWEETWATER DRIVE CONNECTION.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

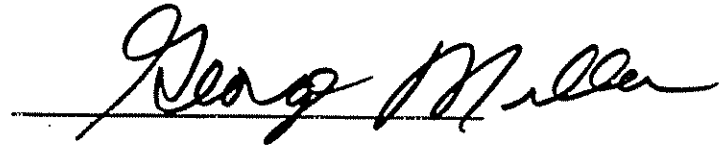
Section 1. The Intergovernmental Agreement between the City of Tucson and the State of Arizona, which is attached to this Resolution, is hereby authorized and approved.

Section 2. The Mayor is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest to, and any and all documents necessary to effectuate the above-contemplated transactions for and on behalf of the City of Tucson


Section 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL
OF THE CITY OF TUCSON, ARIZONA, APR 6 1998.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

REVIEWED BY:


CITY ATTORNEY

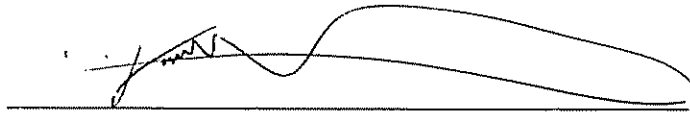

CITY MANAGER

TR
TR:cds
3/5/98
i:\work\cd\commerce.doc

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 5th day of MARCH, 1998.

A handwritten signature in dark ink, appearing to be "R. B. S. V.", is written over a horizontal line.

(R. B. S. V.) City Attorney

Exhibit of Acquisition Within North Tucson Business Center

TIS
Rise
Scale 1:200
PVA CO.

INTERSTATE 10

SURVEY & CONSTR. E
EB. AS-BUILT E

BUSINESS CENTER WHITE

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GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-1254TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE April 27, 1998.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/11932

Enc.